

THE UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

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DATE FILED: SEP 26 2011

LEVITON MANUFACTURING CO., INC.,

Plaintiff,

– against –

Civil Action No. 09-cv-08083-GBD

GREENBERG TRAURIG LLP, PAUL J.  
SUTTON, BARRY G. MAGIDOFF and  
CLAUDE R. NARCISSE,

Defendants.

**[PROPOSED] ORDER**

Pursuant to the Stipulation of Dismissal with Prejudice as executed and filed with this Court by Plaintiff Leviton Manufacturing Co., Inc., it is therefore:

**ORDERED** that all claims in the above-captioned case are dismissed with prejudice, the parties to bear their own attorneys' fees and costs; and further,

**ORDERED** that this Court shall retain jurisdiction of this case and of the parties solely with respect to enforcement of the terms of the written Settlement Agreement executed by the parties in connection with this case, including the Escrow Agreement and other Exhibits appended to the Settlement Agreement.

SEP 26 2011

Date

*George B. Daniels*  
United States District Judge  
HON. GEORGE B. DANIELS

IN THE UNITED STATES DISTRICT COURT FOR THE  
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**STIPULATION OF DISMISSAL WITH PREJUDICE**

Pursuant to Fed. R. Civ. P. 41, Plaintiff Leviton Manufacturing Co., Inc. ("Leviton") and Defendants Greenberg Traurig, LLP, Paul J. Sutton, Barry G. Magidoff and Claude R. Narcisse (collectively, "Defendants") stipulate and agree that all claims in the above-captioned case are hereby dismissed with prejudice. The parties further stipulate and agree that the Court shall retain jurisdiction of this case and of the parties solely with respect to enforcement of the terms of the written Settlement Agreement executed by the parties in connection with this case, including the Escrow Agreement and other Exhibits appended to the Settlement Agreement.

The parties will bear their own costs and attorneys' fees.

A proposed form of order is submitted herewith.

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Dated: 9/22/2011

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Dated: 9/22/11

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